

22. Approve Amendment #1 to RFP-4196-03/DRS – Marketing Consultant Services with Paradise Advertising & Marketing, Inc. of St. Petersburg, FL (Increase the NTE by \$52,500.00/year to cover Research Projects).

RFP-4196-03/DRS provides all labor and incidentals necessary to provide a full service marketing agency to handle all aspects of the promotion of the County as a unique tourism destination. Amendment #1 adds research to the scope of services.

The current research contract with Choice Communications is being discontinued due to a shift in the markets pursued by Seminole County. Research will be added to the scope of services provided by the Marketing Consultant Services contract. Upon request, our marketing consultant will gather data through focus groups and other data collection methods to assist in pursuing the sports, corporate and meetings markets. Due to their expertise in the destination marketing field, Paradise has developed affiliations with companies who have already researched the area and therefore they can assist us in getting this data more cost-effectively.

A Budget Change Request moving \$52,500.00 from budget line 011020-53034 (contracted services/research) to 011020-53048 (advertising/marketing) is being submitted concurrently with this amendment request. With the research budget of \$52,500 added to their contract, the total contract value will become not-to-exceed \$177,500 per year. Work orders will be issued for specific research projects.

The following is a summary of the cost of RFP-4196-03/DRS:

Original Contract Sum	\$125,000.00
Add Amendment #1	<u>52,500.00</u>
Revised Contract Sum	\$177,500.00

Tourism and Fiscal Services/Purchasing and Contracts Division recommend that the board approve and authorize the County Manager to execute Amendment #1 as prepared by the County Attorney's Office.

FIRST AMENDMENT TO MARKETING CONSULTANT AGREEMENT (RFP-4196-03/DRS)

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 24th day of November, 2003, between **PARADISE ADVERTISING & MARKETING, INC.**, whose address is 150 Second Avenue North, Suite 880, St. Petersburg, Florida 33701, hereinafter referred to as "CONSULTANT," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONSULTANT and COUNTY entered into the above-referenced Agreement on November 24, 2003 for promotion and marketing services; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 19 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 3 of the Agreement is amended to read:

SECTION 3. COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement a base fee not to exceed the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) per month, plus a sum not to exceed FIFTY-TWO THOUSAND AND NO/100 DOLLARS (\$52,000.00) per year for Research Projects. CONSULTANT shall perform all work

required by the Scope of Services but, in no event, shall CONSULTANT be paid more than the negotiated amounts stated above. The total compensation paid to the CONSULTANT pursuant to this Agreement, including reimbursable expenses not to exceed FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) per year, shall not exceed the sum of ONE HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$177,500.00) per year.

(b) REIMBURSABLE EXPENSES AND SERVICES. Reimbursable expenses may be paid to the CONSULTANT in addition to the compensation for services. Reimbursable expenses may include actual expenditures made by the CONSULTANT, his employees, or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) Expenses of transportation when traveling in connection with the project, based on Sections 112.061(7) and (8), Florida Statutes, or their successor; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the project.

(2) Expense of reproductions, postage and handling of drawings and specifications.

(3) If authorized in writing in advance by the COUNTY, the cost of other expenditures made by the CONSULTANT in the interest of the project.

Reimbursable services shall be specifically enumerated, described and depicted by the Program Manager authorizing performance of the specific project, task or study, and shall be valid only when authorized as such.

(c) Payments shall be made to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. CONSULTANT may invoice amount due based on the total required services

actually performed and completed. Upon review and approval of CONSULTANT's invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONSULTANT the approved amount.

(d) Research Projects. Research Projects will be negotiated and approved individually on a not-to-exceed basis. Authorization for Research Projects by the CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the CONSULTANT. Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available Research Projects, nor that, the CONSULTANT will perform any project for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the Research Project services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

2. Exhibit "A" of the Agreement is amended by the addition of services as indicated in Exhibit "A," attached hereto.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

4. The County Manager is hereby authorized to execute this Amendment on behalf of the County.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

PARADISE ADVERTISING & MARKETING, INC.

_____, Secretary

By: _____
CEDAR HAMES, President

(CORPORATE SEAL)

Date: _____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
J. KEVIN GRACE, County Manager

Date: _____

For the use and reliance
of Seminole County only.

Within authority of Resolution
No. 93-R-71 adopted February 23,
1993.

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
2/6/04
lam-rfp-4196

Attachment:
Exhibit "A" - Scope of Services

Exhibit A

SCOPE OF SERVICES

MONTHLY SERVICES

(Covered in the Monthly Fee)

- ◆ Work with the CVB and TDC in producing an annual Marketing Plan for Seminole County tourism.
- ◆ Create and produce all tourism marketing and advertising products.
- ◆ Consult with CVB on all publicity, advertising, promotion and PR.
- ◆ Attend all TDC meetings and make monthly reports to that body.
- ◆ Contact, meet with and bring travel writers to the County and negotiate travel arrangements.
- ◆ Prepare and distribute special events and other newsworthy press releases.
- ◆ Assess and assign dollar value to publicity efforts.
- ◆ Research and recommend media placements.
- ◆ Create and maintain master media contact lists.
- ◆ Create, produce, update and distribute press kits.
- ◆ Attend tourism trade shows and staff press room when necessary.

REIMBURSABLE SERVICES

- ◆ Projects above and beyond the Monthly Scope of Services will be negotiated and approved individually on a reimbursable basis.

RESEARCH

Research as specified will be negotiated and approved individually on a not-to-exceed basis.